

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF SAFFORD

THIS AGREEMENT is entered into 13th December, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SAFFORD, acting by and through its MAYOR and CITYCOUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State is constructing roadway improvements, curb, gutter and sidewalks, roadway lighting and drainage improvements on US-70, within the City. The purpose of this agreement is to set forth the responsibilities of the parties for the operation and maintenance of the lighting system to be installed on US 70 from Station 4296+18 to Station 4322+70, all sidewalks within the City limits and drainage responsibilities for the storm drain and detention basin on 14th Avenue north of the ADOT right-of-way, hereinafter referred to as the "Project", for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25683
Filed with the Secretary of State
Date Filed: 12/13/02

Petrey Bayless
Secretary of State

By: Dwight E. Greenwald

II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve City's review comments as appropriate.

b. Call for bids, and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related construction change orders.

c. Upon completion approve and accept the Project on behalf of the parties hereto, and provide maintenance to the roadway and maintenance of the storm drainage system inside the State right-of-way.

d. Be responsible for any contractor claims for extra compensation attributable to the State.

2. The City will:

a. Review the design documents and provide comments. Be responsible for any Project related construction change orders requested by the City. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

b. Upon completion and acceptance of the Project by the State, provide electrical energy to operate and maintenance of the street lighting, provide maintenance to sidewalks and maintenance of the storm drainage system outside of State right-of-way, all at City expense.

c. Be responsible for any contractor claims for extra compensation attributable to the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

City of Safford
City Manager
Box 272
Safford, AZ 85546

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SAFFORD

By 
VAN TALLEY
Mayor

STATE OF ARIZONA

Department of Transportation

By 
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

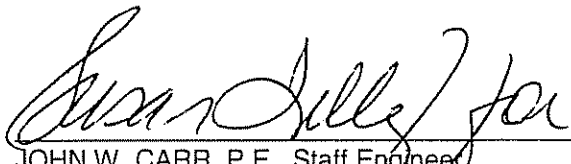
ATTEST

By 
SHARON FRENCH
City Clerk

RESOLUTION

BE IT RESOLVED on this 09 day of September, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Safford, for the purpose of defining responsibilities for the operation and maintenance of the lighting system to be installed on US 70 from Station 4296+18 to Station 4322+70, all sidewalks within the City limits and drainage responsibilities for the storm drain and detention basin on 14th Avenue north of the ADOT right-of-way, for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


JOHN W. CARR, P.E., Staff Engineer
Intermodal Transportation Division
Development Group
for VICTOR M. MENDEZ, Director

JPA 02-16

RESOLUTION NO. 02-045

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAFFORD AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION AND MAINTENANCE OF A TRAFFIC SIGNAL AT HIGHWAY 70 AND 14TH AVE.

WHEREAS, The City of Safford desires to pro-actively plan for traffic flow and safety requirements; and

WHEREAS, The Arizona Department of Transportation is willing to share the installation cost and maintain a traffic signal at Highway 70 and 14th Ave;

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Safford, Arizona, that the Mayor is authorized to enter an Intergovernmental Agreement with the State of Arizona, Department of Transportation, AG Contract No. KR02-1812TRN, for the installation of a traffic signal and the maintenance thereof at Highway 70 and 14th Ave., Safford, Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and City Council of the City of Safford this 12th day of November, 2002.

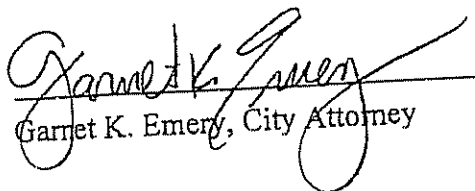

Van Talley, Mayor

ATTEST:



Sharon French, City Clerk

APPROVED AS TO FORM:


Garret K. Emery, City Attorney

APPROVAL OF THE CITY OF SAFFORD ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SAFFORD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 12th day of Nov, 2002.

Garnet K. Gentry
Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
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TRANSPORTATION SECTION
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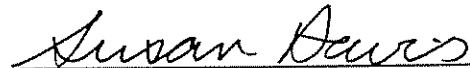
INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR02-1917TRN (JPA 02-40), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED December 4, 2002.

JANET NAPOLITANO
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.